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**E-FILED**

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

PARK VILLAGE APARTMENTS  
TENANTS ASSOCIATION, WILLIAM  
FOSTER, SHIRLEY SMITH, FRED  
ALLEN, ANAHID ISSAHAKIAN,  
PATRICIA JOHNSON, MARTIN KOCH,  
LAWRENCE LEE, FOSTER REUBEN,  
MARIA LILLIAN SANCHEZ,  
CHRISTINE THOMAS, ALISON  
WRIGHT and CORNELIUS WEEKLEY,

Plaintiffs,

v.

MORTIMER HOWARD TRUST,  
MORTIMER R. HOWARD,  
Defendants.

Case No. C-09-4780 EDL

**ORDER ON DEFENDANTS'  
APPLICATION TO STAY AND  
MODIFICATION OF ORDER ON  
PLAINTIFFS' MOTION FOR  
PRELIMINARY INJUNCTION  
[AS MODIFIED]**

1 Defendants' Application for Stay came on for hearing before this Court on March 23,  
2 2010, Lisa S. Greif, Bay Area Legal Aid, and Kent Qian, National Housing Law Project,  
3 appearing for Plaintiffs, and Andrea A. Brott appearing for Defendants.

4 IT IS HEREBY ORDERED that Defendants' Application to Stay Part C of the  
5 Preliminary Injunction Order Pending Appeal is DENIED.

6 WHEREAS, the parties to this action, by and through their counsel in this action, met and  
7 conferred by telephone and email to modify Part C the Order on Plaintiffs' Motion for  
8 Preliminary Injunction. The parties further agree that the Order Granting Plaintiffs' Preliminary  
9 Injunction (Docket No. 48) is incorporated by reference here and remains unchanged except for  
10 the modification below;

11 IT IS FURTHER ORDERED that, the Order Granting Plaintiffs' Motion for Preliminary  
12 Injunction is MODIFIED as follows:

13 Defendants Mortimer Howard Trust and Mortimer Howard (collectively "Defendant"),  
14 their officers, agents, servants, employees and attorneys and those in active concert or  
15 participation with you or them, ARE HEREBY ORDERED TO:

16 A. Refrain from demanding or collecting any amounts from any tenant at Park Village  
17 Apartments in excess of the amount that that tenant was paying as of September 1, 2009, unless  
18 the increase is covered by the housing assistance payments from the Oakland Housing Authority  
19 or is the result of a recertification under the voucher program;

20 B. Refrain from evicting any tenant at Park Village Apartments or taking any action to  
21 accomplish such an eviction, including the filing of any action for unlawful detainer, based upon  
22 nonpayment of any rental amount that exceeds the tenant's rent contribution as of September 1,  
23 2009, unless the increase results from a recertification under the voucher program;

24 C. On behalf of each Plaintiff, Defendant, as mandated by federal law, shall take all  
25 steps necessary to enter into and execute housing assistance payments contracts with the Oakland  
26 Housing Authority for the acceptance of tenant based vouchers, provided that: 1) neither the fact  
27 of Defendant's execution of the such contracts or of any other documents or agreements required  
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for execution of the housing assistance payments contracts, nor the existence of any particular provision in such a contract or agreement, nor Defendant's acquiescence to take the necessary steps to enter into such contracts or agreements, shall be construed as a waiver of any of Defendant's rights, including but not limited to, the right to contest whether entering into such agreements or taking such steps necessary to enter into the such contracts, is "mandated by federal law" and 2) any such contracts, documents and steps shall be without further effect if so specified by an appellate court or by this Court on final judgment.

IT IS FURTHER ORDERED that Defendants shall take all reasonable measures to ensure that the following steps are completed by the dates specified to fully comply with this order and execute the housing assistance payments contracts with the Oakland Housing Authority for the acceptance of tenant based vouchers:

1. Defendant to sign a Request for Tenancy Approval for each Plaintiff's unit: April 30, 2010
2. Initial unit inspections completed by Oakland Housing Authority: May 7, 2010
3. Repairs to units completed by Defendant: May 28, 2010
4. Reasonable rent determination by Oakland Housing Authority: June 4, 2010
5. Final inspections to units by Oakland Housing Authority: June 4, 2010
6. Execution of new leases and Tenancy Addenda with Plaintiffs and HAP contracts and additional documents with Oakland Housing Authority: June 11, 2010

If any step is not completed on the date specified through no fault of Defendants (e.g., because of a delay on the part of the Oakland Housing Authority over which Defendants have no control), the remainder of the timeline shall be extended accordingly.

DATED: April 14, 2010

  
UNITED STATES MAGISTRATE JUDGE